

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO BBGCON3607S6445	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06/29/07	PAGE OF PAGES 1 of 42 Plus Attachments

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1071-730010	6. PROJECT NO.
7. ISSUED BY BBG/IBB Office of Contracts (M/CON) Switzer Building – Room 2521 330 "C" Street, SW Washington, DC 20237		CODE	8. ADDRESS OFFER TO See Block 7
9. FOR INFORMATION CALL:	A. NAME Myria Carpenter	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-205-8597	

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

The Contractor shall provide all necessary labor, equipment, tools, materials supplies, services, permits and supervision necessary to replace the 5 kV medium voltage switchgear, associated battery racks, and power monitoring at Greenville Transmitting Station, Site B as described in Sections C and J of this Solicitation document at the Firm-Fixed-Price of \$ \_\_\_\_\_.

11. The Contractor shall begin performance within <b>10</b> calendar days and complete it within <b>275</b> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Section F.2)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS <b>10</b>
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original to perform the work required are due at the place specified in Item 8 by <b>2:00 pm (hour)</b> local time <b>July 30, 2007</b> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the Offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <b>60</b> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
CODE		16. REMITTANCE ADDRESS (Include only if different than Item 14)
FACILITY CODE		

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

## AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

## 19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
---	----------------	-----------------

## AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM Section G.2	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )
26. ADMINISTERED BY See Section G.2	CODE	27. PAYMENT WILL BE MADE BY BBG Office of Chief Financial Officer (CFO/C) Cohen Building - Room 1269 330 Independence Ave, SW Washington, DC 20237

## CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
--	---

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
30B. SIGNATURE	31B. UNITED STATES OF AMERICA BY
30C. DATE	31C. AWARD DATE

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

CLIN   DESCRIPTION

- B.1      The Contractor shall provide all necessary labor, equipment, tools, materials supplies, services, permits, supervision, and all other required items necessary to replace the 5KV transmitter switchgear, associated battery racks, and power monitoring system under Item B.1 as well as a Condition Report at Site B, IBB's Greenville Transmitting Station in accordance with Sections C and J, of this Solicitation document, and any resulting contract at the firm-fixed-price (FFP) shown below.

TOTAL FIRM-FIXED PRICE (FFP) \$ \_\_\_\_\_

(End of Section B)

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- C.1 The Contractor shall complete all work in accordance with, the specifications entitled "Specifications", dated October 31, 2006, and Drawings listed in Section J, of this Solicitation document, and any resultant contract at Site B, IBB Greenville Transmitting Station.

(End of Section C)

## SECTION D

### PACKAGING AND MARKING

#### D.1 PACKAGING

All design, construction, and construction management submittals required under this contract shall be packed for shipment to or from the United States or elsewhere in accordance with the Contractor's best standard commercial practice. Shipping containers for documents, materials, and equipment shall be so constructed so as to insure acceptance by the carrier and safe transportation to the specified destination point. All packaging and shipping shall be performed in accordance with the manufacturer's written instructions and specifications.

#### D.2 MARKING

All shipping containers shall be plainly marked to show the contract number, a brief description of the contents, quantity, and the Contractor's name and address. The shipping address to be used is as follows:

BBG/IBB/Voice of America  
Greenville Transmitting Station  
3919 VOA Site "B" Road  
Grimesland, NC 27837  
ATTN: Mr. Wilfred Cooper

(End of Section D)

## SECTION E

### INSPECTION AND ACCEPTANCE

#### E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

## E.2 FINAL INSPECTION AND TESTING

The Contractor shall give the Government's Authorized Representative of the Contracting Officer (AR/CO) at least thirty (30) calendar days advance written notice of the date that all work will be fully completed and ready for Final Inspection and all required Final Acceptance Tests.

## E.3 FINAL ACCEPTANCE

"Final Acceptance" shall take place at the Greenville Transmitting Station site after all work has been fully completed and all "punch-list" items have been fully corrected by the Contractor. The Government's "Final Acceptance" will be in writing by the Contracting Officer.

(End of Section E)

SECTION F

DELIVERIES OR PERFORMANCE

- F.1 PLACE OF DELIVERY OF DOCUMENT SUBMITTALS - All document submittals specified herein shall be delivered F.O.B. Destination, Within Consignee's Premises, to the below-listed address:

BBG/IBB/Voice of America  
Cohen Building Room 4460  
330 Independence Avenue  
Washington, DC  
ATTN: Mrs. Sheilla Salicrup

e-mail: SSALICRU@.IBB.GOV  
phone: 202-205-9804

- F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.(APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the Notice-To-Proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than two hundred and seventy-five (275) days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

- F.3 52.242-14 SUSPENSION OF WORK. (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.



(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.(End of clause)

#### F.4 NOTICE OF DELAY

If the Contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons there-fore. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor, but in no event less than thirty (30) calendar days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. When notice is so required, the Contracting Officer may extend the time specified in the Schedule for such period as deemed advisable.

(End of clause)

(End of Section F)

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

The Contracting Officer will appoint by letter an Authorized Representative of the Contracting Officer (AR/CO), who will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the letter of authorization or this contract. It is understood and agreed, in particular, that the AR/CO shall not have authority to make changes in the scope or terms and conditions of the contract unless and only to the extent that such authority is specified in the letter of authorization or the contract. THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT, ABSENT THE REQUISITE AUTHORITY OF THE AR/CO TO MAKE ANY SUCH CHANGES, IT MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE GOVERNMENT, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED ACTIONS.

(End of clause)

G.2 SUBMISSION OF INVOICES

The Contractor shall submit proper invoices, as defined in FAR Clause 52.232-27, Prompt Payment For Construction Contracts (OCT 2003), original and one (1) copy addressed to:

BBG/IBB/Voice of America  
Cohen Building Room 4460  
330 Independence Avenue  
Washington, DC  
ATTN: Mrs. Sheilla Salicrup

e-mail: SSALICRU@.IBB.GOV  
phone: 202-205-9804

### G.3 CONTRACT ADMINISTRATION

The Contractor shall designate a company official the Government may contact during the period of contract for prompt contract administration:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax No.: \_\_\_\_\_

### G.4 NOTICE-TO-PROCEED (NTP) AND MOBILIZATION

(a) The Government's issuance of the Notice-To-Proceed (NTP) to the Contractor will be in writing. This written NTP will be contingent upon the Contracting Officer's receipt and approval of the following documentation:

- (1) Section H.2 entitled "Performance and Payment Bonds;"
- (2) Section H.5 entitled "Insurance;" and
- (3) Section H.8 entitled "Safety Submittals".

(b) If the Contractor fails to provide the documentation required by Sections H.2; H.5; and H.8 within ten (10) calendar days after the date of contract award, the Government may terminate the contract for default. The Contractor shall not be permitted to mobilize any equipment, material, or personnel at the Greenville Transmitting Station until the Contracting Officer issues the NTP.

(End of Section G)

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 52.236-13 ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will--

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall--

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

## H.2 PERFORMANCE AND PAYMENT BONDS

(a) The Contractor shall provide to the Government either a Performance Bond and a Payment Bond, in US Dollars, using the Attachment J.5 (Performance Bond, SF-25) and Attachment J.6 (Payment Bond, SF 25-A) forms; **or** Irrevocable Letters of Credit (ILC) issued to the Contractor by a bank that is acceptable to the Government.

(b) The Performance and Payment Bonds, using either the SF 25/SF 25-A or the ILC, shall be provided to the Government (i.e., Contracting Officer) within ten (10) calendar days after the date of contract award. Pursuant to FAR Subpart 28.102-2, the Performance Bond or ILC shall equal **100%** of the contract price at the time of award. The Payment Bond shall be **100%** of the contract price at the time of award.

(c) Pursuant to above Section G.4, the Government's issuance of the Notice-To-Proceed is contingent upon the Contracting Officer's written acceptance of the evidence of the above required Performance and Payment Bonds.

## H.3 PRE-CONSTRUCTION CONFERENCE

(a) As soon as practicable, but in any event not later than fifteen (15) calendar days after receipt of the written Notice-To-Proceed (NTP) from the Contracting Officer, the Contractor and its principal on-site representative(s) shall meet at the Greenville Transmitting Station (or at another location as directed by the AR/CO) for a "Pre-Construction Conference".

(b) A written agenda will be mutually developed by the Contracting Officer and the Contractor prior to the Pre-Construction Conference, and written minutes will be prepared by the Contractor for acceptance by the Contracting Officer.

(c) Items to be discussed at this conference include, at a minimum, the following:

(1) Scheduling of work. Attendees will discuss and develop a mutual

understanding of the scheduling of work to be performed under this contract, and security requirements.

(2) Safety Assurance. During the Pre-Construction Conference, the Contracting Officer will review the Contractor's safety and health procedures (i.e., Safety Plan) and discuss the implementation of measures to be taken by the Contractor to control any unsafe or unhealthy conditions associated with the work to be performed under the contract.

(3) Any other topics deemed appropriate by either the Government or the Contractor.

#### H.4 UTILITY USAGE AND REQUESTS FOR UTILITY OUTAGES DURING CONSTRUCTION

(a) The Government will furnish, at no cost to the Contractor, reasonable quantities of electric power for its temporary facilities, operation of power tools, testing of equipment, etc. Limited power is available at 220 Volt single phase, 30 Ampere, 60 Hertz. The Contractor must extend wiring from the nearest available source at its own expense and remove same upon completion of the work. Extended power wiring must comply with applicable codes and must be coordinated with the AR/CO.

(b) The Government will furnish, at no cost to the Contractor, reason-able quantities of water for its temporary facilities, etc. The Contractor must extend piping from the nearest available source at its own expense and remove same upon completion of work. Extended piping and plumbing must comply with applicable codes and must be coordinated with the AR/CO.

(c) The Contractor shall submit any requests for utility (i.e., electricity, water, telephone, etc.) outages to the AR/CO in writing, at least 10 calendar days prior to the date of the required outage(s). The Contractor shall obtain the AR/CO's approval prior to effecting such outage(s).

#### H.5 INSURANCE

(a) The Contractor shall obtain prior to the Notice To Proceed (NTP), and maintain during the contract term, the following insurance:

(1) General public liability insurance covering all duties, services, and work to be performed hereunder with limits of liability for bodily injury of not less than \$100,000 for each person and \$500,000 for each occurrence, and property damage liability limits of not less than \$20,000 for each accident.

(2) Automobile liability insurance, for all vehicles and equipment used by the Contractor's employees in the performance of this contract, with limits of liability for bodily injury of not less than \$200,000 for each person and \$500,000 for each occurrence, and property damage of not less than \$20,000 for each accident.

(3) Worker's compensation and employer's liability insurance for the protection of employees.

(b) Pursuant to above Section G.4, the Government's issuance of the Notice-To-Proceed is contingent upon the Contracting Officer's written acceptance of the Contractor's insurance coverage documentation.

(c) The forgoing insurance shall be in accordance and fully compliant with Greenville Government laws and regulations.

(d) All costs of the foregoing insurance coverage shall be paid for by the Contractor.

#### H.6 CONTRACTOR'S MOBILIZATION AREA

(a) The Contractor is permitted to use the area identified by the AR/CO for operation of its equipment and shops, warehouse, and offices. The Contractor is cautioned that it shall be responsible for security within the contract limits. On completion of the contract, all facilities shall be removed from the mobilization area by the Contractor.

(b) The Contractor shall clear the site of construction debris and other materials and restore the area to its original condition. The Contractor is responsible for clean-up and repair of ground works damaged by paint or hardware.

(c) The Contractor shall be responsible for the physical security of all material, supplies, and equipment in the Contractor's possession or located in the Contractor's on-site and off-site mobilization and work areas.

(d) The Contractor shall control the movements and activities of its employees to protect the physical security of IBB property.

#### H.7 WORKING HOURS

(a) The Contractor shall perform its site construction work during normal IBB business hours, currently between 8:00 a.m. to 4:00 p.m. Monday through Friday, except on Federal holidays. Any on-site work by the Contractor outside of these hours must be coordinated in advance with, and approved in writing by, the AR/CO.

(b) The IBB will occupy and conduct normal business operations at the site during the entire contract performance period. Any work by the Contractor that could cause a disruption of normal operations must be coordinated with and approved by the AR/CO, prior to performing such work. The Greenville Transmitting Station will accommodate to its best ability any working schedule required by the Contractor, but at no time will any antenna be removed from service during broadcast hours in order to accommodate the Contractor's schedule. The Contractor shall consider the Station's Operating Schedule shown in Attachment J.8 when preparing its Price-Loaded Project Schedule.

(b) The Contractor's use of the IBB managed premises shall be limited to the immediate areas where the work is being performed and reasonable access routes to these areas.

(c) During the contract performance period there may be other projects and Contractors working on these sites. Interface with such projects and Contractors shall be coordinated with the AR/CO. However, the Contractor is responsible for ensuring that its work is completed within the contract term.

(d) The Contractor shall coordinate hookup of temporary and new utilities with the AR/CO. In addition, all required utility outages must be coordinated at least 24 hours in advance.

## H.8 SAFETY SUBMITTALS

(a) The Contractor shall adhere to the safety procedures and practices recommended by the equipment manufacturer's technical manuals.

(b) Accident Reporting - A copy of each "Accident Report", which the Contractor or subcontractor submits to its insurance carriers, shall be forwarded to the Contracting Officer as soon as practicable, but in no event later than 7 calendar days after the date an accident occurs. Copies of each such report shall also be provided to the AR/CO within the above-stated time limitations. All lost-time injuries to Contractor or subcontractor personnel during project construction require the Contractor to submit an Accident Report as stated above.

(c) Fall Protection Plan - The Contractor shall submit a Fall Protection Plan as described in 29 CFR 1926.502, Appendix E. The Fall Protection Plan shall describe how all workers climbing a tower more than 25 feet in height will be fall protected at all times. The contractor shall not be permitted to begin on-site work until the Fall Protection Plan is approved in writing by the Contracting Officer.

(d) Gin Pole Line riding exemption - OSHA instruction CPL 2-1.29 dated January 15, 1999 permits Employee Access by Hoist During Communication Tower Construction Activities providing certain criteria are met. Contractor personnel are permitted to "ride the line" to obtain access to the tower during construction activities providing the contractor documents his proposed rigging system as part of his installation plan and includes the required documentation to indicate eligibility for this exemption.

(e) Part of the documentation required prior to permitting line riding authorization consists of the following:

1. Certificates that the winches used for hoisting are man rated.
2. Provision of winch system anti two block devices.
3. Certification that the rig design was approved by a professional engineer.
4. A plan for proof testing the hoisting rig before it is used to lift people.

(f) RF Safety Plan - The Contractor shall submit a RF Safety Plan as described in ANSI



C95.1. The RF safety plan shall include certificates of RF safety training and shall describe how all workers in the antenna field shall monitor and guard against excessive RF exposure. The station daily broadcasts, using as many as 16 transmitters, high power (up to 500 kW) HF signals (3 MHz to 30 MHz). In addition to staying within the boundaries described by the station RF Safety Plan, one member of any crew climbing a tower more than 25 feet in height shall wear an appropriate personal monitor. The monitor shall be capable of detecting and notifying the user if he encounters RF fields in excess of the ANSI prescribed limits. The contractor shall provide sufficient quantities of RF monitors to meet the above requirement.

(g) Pursuant to above Section G.4, the Government's issuance of the Notice-To-Proceed is contingent upon the Contracting Officer's written acceptance of the above prescribed Fall Protection Plan, evidence of Gin Pole Line Exemption (if applicable), and RF Safety Plan.

#### H.9 ON SITE PERSONNEL AND SUPERVISION

(a) At all times when any work is being performed on site, the Contractor shall have a Crew Chief Supervisor present and in charge of the work who has the capability of communicating in the English language, as well as the language of those performing the work. At any time the supervisor temporarily leaves the area of the work he shall designate an Acting Crew Chief Supervisor, who shall also be capable of communicating in the English language, as well as the language of those performing the work. The objective of this requirement is to have a designated English language speaking person in charge of the Contractor's on-site work force present in the work area at all times.

(b) The Contractor shall be responsible for providing to each employee and for requiring each employee engaged on the work to display an identification badge as directed by the AR/CO. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. All workmen shall wear shoes and proper clothing while accomplishing the work. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

#### H.10 KEY PERSONNEL

(a) The Offeror's proposed Project Manager and Crew Chief Supervisor are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting the Project Manager and/or Crew Chief Supervisor, the Contractor shall notify the Contracting Officer five (5) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail (e.g., resume) to permit evaluation of the impact upon this contract.

(b) The Contractor shall not substitute either the Project Manager or Crew Chief Supervisor without the written consent of the Contracting Officer. Such written consent will be issued in writing via a Contract Modification, which will constitute the consent of the Contracting Officer required by this clause.

(c) If the Contractor fails to comply with above paragraphs (a) or (b), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this Special Contract Requirement.

#### H.11 PROJECT MANAGEMENT/COST/SCHEDULE CONTROL

(a) The Contractor shall, within fourteen (14) calendar days after the NTP is issued, prepare and submit in hard copy format, a "Price-Loaded Project Schedule" that shows the durations, planned start and completion dates, all preceding activities, and price of each major construction activity. The "Price-Loaded Project Schedule" shall also identify dates that the Contractor expects to receive Government Furnished Equipment (GFE) or Government review comments. The summation of the stated prices of each major construction activity listed on the "Price-Loaded Project Schedule" shall equal the total price of this contract. After Government review and approval, this "Price-Loaded Project Schedule" will serve as the baseline against which performance will be measured and invoice payments made.

(b) Approximately two days prior to the last working day of each month, the Contractor shall meet with the AR/CO to review the status of its progress during that month.

#### H.12 FIRE PROTECTION

The Contractor shall provide fire protection devices during construction in accordance with the U.S. National Fire Protection Association Codes (National Fire Codes One through Eight, 1985).

#### H.13 SITE SECURITY

(a) The Contractor shall provide the AR/CO with the names of all of its personnel working on-site during project construction. This listing shall be kept current by the Contractor. Contractor personnel will be provided with a means of visual identification (i.e., IBB furnished Contractor badge) when working on-site during construction.

(b) The Contractor shall provide the AR/CO with an emergency after-hours telephone number for the Contractor's representative within 5 calendar days after issuance of the Notice-To-Proceed. The Contracting Officer's business telephone number is 202-205-8597, the AR/CO's business telephone number is 202-205-9804.

(c) The Contractor is fully responsible for on-site security of its materials and work to protect them from theft, fire, and vandalism.

#### H.14 LANGUAGE

All correspondence, drawings, and other documents submitted by the Contractor shall be entirely in English, except as otherwise provided in this contract.

#### H.15 GOVERNMENT FURNISHED RESOURCES

The Government will furnish to the Contractor at no cost to the Contractor for the duration of the work to be performed hereunder, reasonable:

- (1) amounts of electricity, 220 vac;
- (2) kitchen facilities for preparing meals while on site or as an alternative, Contractors employees may use existing cafeteria on-site.
- (3) restroom facilities including shower;
- (4) drinking water;
- (5) secure area for storing materials and supplies necessary to complete the work specified herein;
- (6) secure area for trailer, including AC hookup for trailer;
- (7) small office area including access to telephones [the Contractor shall reimburse IBB for all phone calls]; and
- (8) access to the station during normal business hours [any work to be done during non-office hours must be approved in advance by the AR/CO].

(End of Section H)

## PART II - CONTRACT CLAUSES

### SECTION I

#### CONTRACT CLAUSES

#### I.1            52.249-10      DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if -

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include -

(i) Acts of God or of the public enemy, (ii) Acts of the Government in either its sovereign or contractual capacity,  
(iii) Acts of another Contractor in the performance of a contract with the Government, (iv) Fires, (v) Floods, (vi) Epidemics, (vii) Quarantine restrictions, (viii) Strikes, (ix) Freight embargoes, (x) Unusually severe weather, or (xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>.

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.202-1	DEFINITIONS	(JUN 2004)
52.203-3	GRATUITIES.	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES.	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.	(SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES.	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY.	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY.	(JAN 1997)
52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	(SEP 2005)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER.	(AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION.	(JULY 2006)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.	(SEP 2006)
52.215-2	AUDIT AND RECORDS - NEGOTIATION.	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT.	(OCT 1997)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY.	(OCT 1997)
52.216-4	ECONOMIC PRICE ADJUSTMENT - LABOR AND MATERIAL	(JAN 1997)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE.	(JUN 2003)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS.	(MAY 2004)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES.	(FEB 1997)
52.222-3	CONVICT LABOR.	(JUN 2003)
52.222-6	DAVIS-BACON ACT.	(JUL 2005)
52.222-7	WITHHOLDING OF FUNDS.	(FEB 1988)
52.222-8	PAYROLLS AND BASIC RECORDS.	(FEB 1988)
52.222-9	APPRENTICES AND TRAINEES.	(JUL 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS.	(FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS).	(JUL 2005)
52.222-12	CONTRACT TERMINATION - DEBARMENT.	(FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS.	(FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS.	(FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY.	(FEB 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES.	(FEB 1999)

52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION.	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY.	(MAR 2007)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION.	(FEB 1999)
52.222-32	DAVIS-BACON ACT -- PRICE ADJUSTMENT (ACTUAL METHOD).	(DEC 2001)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.	(SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.	(SEP 2006)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION.	(AUG 2003)
52.223-6	DRUG-FREE WORKPLACE.	(MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING.	(AUG 2003)
52.225-9	BUY AMERICAN ACT-CONSTRUCTION MATERIALS.	(JAN 2005)
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS.	(MAY 2002)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.	(FEB 2006)
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS.	(APR 1984)
52.228-2	ADDITIONAL BOND SECURITY.	(OCT 1997)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION.	(JAN 1997)
52.228-11	PLEDGES OF ASSETS.	(FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS.	(OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT.	(DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION.	(NOV 2006)
52.229-2	NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX.	(APR 1984)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES.	(APR 2003)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS.	(SEP 2002)
52.232-11	EXTRAS.	(APR 1984)
52.232-17	INTEREST.	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS.	(JAN 1986)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS.	(SEP 2005)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION.	(OCT 2003)
52.233-1	DISPUTES	(JULY 2002)
	ALTERNATE I.	(DEC 1991)
52.233-3	PROTEST AFTER AWARD.	(AUG 1996)
52.236-1	PERFORMANCE OF WORK BY CONTRACTOR	(APR 1984)
52.236-2	DIFFERING SITE CONDITIONS.	(APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.	(APR 1984)
52.236-4	PHYSICAL DATA.	(APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP.	(APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR.	(APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES.	(NOV 1991)
52.236-8	OTHER CONTRACTS.	(APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS.	(APR 1984)

52.236-10	OPERATIONS AND STORAGE AREAS.	(APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION.	(APR 1984)
52.236-12	CLEANING UP.	(APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES.	(APR 1984)
52.236-17	LAYOUT OF WORK.	(APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.	(FEB 1997)
	ALTERNATE I	(APR 1984)
52.242-13	BANKRUPTCY.	(JUL 1995)
52.243-4	CHANGES.	(AUG 1987)
52.243-7	NOTIFICATION OF CHANGES.	(APR 1984)
52.248-3	VALUE ENGINEERING -- CONSTRUCTION.	(SEP 2006)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	(MAY 2004)
	ALTERNATE I.	(SEP 1996)
52.253-1	COMPUTER GENERATED FORMS.	(JAN 1991)

(End of Section I)

PART III -LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment J.1 –Entitled “Specifications”- dated 10/31/06;  
(posted on the FBO as a separate “.pdf” file).

Attachment J.2 – Drawings – dated 10/31/06

<u>Drawing No.</u>	<u>Title</u>	<u>Date</u>
E-002	Electrical Notes and Symbols	10/31/06
ED-101	Partial Floor Plan Demolition	10/31/06
E-101	Partial Floor Plan Work Area	10/31/06
E-501	Existing Single Line Diagram	10/31/06
E-502	New Single Line Diagram and Power Monitoring System Riser	10/31/06
E-601	Existing 4160V GE Switchgear Elevation	10/31/06
E-602	New 5KV Switchgear Elevation	10/31/06

Attachment J.3 - Price Proposal “Pricing Worksheet.”

Attachment J.4 - Dept. of Labor General Wage Decision No. NC070054; as published in the  
Federal Register on February 9, 2007.

Attachment J.5 - Performance Bond (Standard Form 25).

Available for downloading at <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>

Attachment J.6 - Payment Bond (Standard Form 25-A).

Available for downloading at <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>

Attachment J.7 - Disclosure of Lobbying Activities (Standard Form LLL).

Available for downloading at <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>

Attachment J.8 – Station Operating Schedule; (posted on the FBO as a separate “.pdf” file).

(End of Section J)



PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(APR 1985)

(a) The Offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above of this provision.

(ii)

---

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS).  
(MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it ☐ is a women-owned business concern.

(End of provision)

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS  
(DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud  
or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

*This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.*

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (MAY 2004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \_is, \_ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it \_ is, \_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it \_ is, \_ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it \_ is, \_ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is \_ is, \_ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It \_ is, \_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_ is, \_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia

(Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small

disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

#### K.7 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

#### K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-



(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

(End of Provision)

(End of Section K)

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS. (JUNE 1988)

(a) The Specifications cited in this Solicitation may be obtained from:

BBG/IBB Office of Contracts (M/CON)  
Switzer Building – Room 2525  
330 "C" Street, SW  
Washington, DC 20237

Attn: Myria Carpenter  
Phone: 202-205-8597  
E-Mail: mecarpen@ibb.gov

(b) The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of provision)

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this Solicitation.

(End of provision)

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Broadcasting Board of Governors, International Broadcasting Bureau, 330 C Street, SW, Room 2500 Washington, DC 20237.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.4 SITE VISIT CONSTRUCTION

(a) The clauses at 52.236-2, entitled "Differing Site Conditions" and 52.236-3, entitled "Site Investigations and Conditions Affecting the Work" will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

BBG/IBB/Voice of America  
Greenville Transmitting Station  
3919 VOA Site "B" Road  
Grimesland, NC 27837  
ATTN: Mr. Wilfred Cooper

e-mail: wcooper@grn.ibb.gov  
phone: 252-752-7181

(c) Offerors are advised that any remarks and explanations made during their site visit will not change or qualify in any manner the terms and conditions of this solicitation. Any questions or clarifications desired by an Offeror shall be submitted to the Contracting Officer in writing, allowing sufficient time for a response prior to the due date for submittal of initial proposals. This solicitation and its inclusive Statement of Work and Specifications will remain unchanged unless the solicitation is formally amended in writing.

L.5 SOLICITATION QUESTIONS

(a) Offerors are advised that any questions or clarifications desired by an Offeror shall be submitted to the Contracting Officer in writing, no later than fourteen (14) calendar days after the date of solicitation. Offerors are advised that any remarks and explanations made during a site-visit to the Greenville Transmitting Station will not change or qualify in any manner the terms and conditions of this Solicitation. This solicitation and its inclusive Statement of Work and Specifications will remain unchanged unless the solicitation is formally amended in writing by the Contracting Officer.

(b) Offerors shall submit written questions to:

BBG/IBB Office of Contracts (M/CON)  
Switzer Building – Room 2515  
330 "C" Street, SW  
Washington, DC 20237

Attn: Myria Carpenter  
E-Mail: mecarpen@ibb.gov  
Fax 202-260-0855

## L.6 INSTRUCTIONS FOR PREPARING PRICE PROPOSALS

The Offeror shall submit one original (no copies) of the Price Proposal that addresses the following:

(a) For each item of experience cited in below Paragraph L.8 (a) (1) above, the Offeror shall provide the name and location of the project; major elements of work performed by the Offeror; contract award-date, and the name, organization, title, and telephone number of a customer point-of-contact who can serve as a reference for cited example.

(b) The Offeror shall complete Attachment J.2, entitled "Price Proposal Pricing Worksheet" by providing a firm-fixed-price for each entry listed. Please note that only the original (and no copies) of Attachment J.2 should be submitted with the Offeror's Price Proposal (no copies are necessary).

(c) The Offeror shall identify the name and role of any proposed subcontractor.

(d) To the extent Offerors believe it necessary to explain or clarify their Price Proposal, they shall provide a narrative description of entries, calculations, or other aspects of price.

(e) The Offeror shall submit a completed, signed, and dated SF-1442.

(f) The Offeror shall submit a completed Section K (Representations, Certifications and Other Statements of Offerors) of the RFP.

(g) The Offeror shall submit a completed SF-LLL, Disclosure of Lobbying Activities (Attachment J.7).

## L.7 INSTRUCTIONS FOR PREPARING TECHNICAL PROPOSALS

(a) The Offeror shall submit one original (and three copies) of the Technical Proposal. Each Technical Proposal will be evaluated strictly on the Technical Evaluation Criteria stated in Section M of this RFP. Offerors should carefully review Section M to determine the relative importance of the individual criteria. In order to insure that the technical evaluation will be performed strictly on the technical merit of the material submitted, NO COST OR PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. The Offeror's technical proposal shall address:

(1) Past Experience: Offerors shall provide examples of recent (within the past 5 years) experience in projects of the same size and scope as specified herein; particularly those projects requiring experience in the replacement of a 5KV transmitter switchgear, associated battery racks, and power monitoring system. These examples shall:

(a) describe the size, complexity, and similarity to the work specified herein;

(b) identify any problems encountered, along with corrective action taken; and

(c) provide information regarding predecessor companies, key personnel who have relevant experience, and/or subcontractors that will perform major or critical aspects of the work specified herein.

(2) Technical Approach: Offerors shall describe their proposed technical approach to perform the work specified herein. The Offeror shall describe how the work will be performed given the constraints of the project. Additionally, Offerors shall submit a *Personnel Safety Plan* which describes the accident prevention procedures to be used in order to ensure personnel safety and a *RF Safety Plan* which contains certificates of RF safety training and that describes how all workers in the antenna field shall monitor and guard against excessive RF exposure. .

(3) Management Approach: The Offeror shall provide a resume of the proposed Project Manager and/or Crew Chief Supervisor which describes the qualifications, experience, and satisfactory performance on this type of project. Specifically, the resume of this key person (s) should describe: (a) professional credentials (e.g., degrees obtained or trade certification/ licenses held) and (b) past experience on projects similar in scope to this proposed work. In addition, the Offeror shall describe its management approach to deal with constraints of the project (e.g., location, logistics, site conditions, performing work around the station's operating schedule, etc.).

(b) Offerors shall also include a statement that the Offeror will fully comply with all requirements of this Solicitation, including the Statement of Work (Attachment J.1).

L.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>.

CLAUSE

<u>NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION.	(JAN 2004)
52.236-28	PREPARATION OF PROPOSALS --CONSTRUCTION.	(OCT 1997)

(End of Section L)

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE  
SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

### M.3 PROPOSAL EVALUATION

(a) Pursuant to FAR Subpart 15.304 (e), Offerors are hereby notified that proposals will be evaluated on the basis of price, past performance, and technical factors (i.e., past experience, technical approach, and management approach); with past performance and technical factors, when combined, being approximately equal to cost or price.

(b) Offerors are hereby notified that the subcontracting evaluation required by FAR 15.305 (a) (5) will not be performed. The Offeror's past performance related to compliance with subcontracting plan goals for small disadvantaged business (SDB) concerns (see Subpart 19.7), monetary targets for SDB participation (see 19.1202), or notifications submitted under 19.1202-4(b) is irrelevant since these requirements pertain to bundled contracts, and as such, are not applicable to this procurement.

### M.3.1 PRICE FACTORS

#### M.3.1.1 PRICE EVALUATION

The Government will determine the "Total Proposed Price" by adding the proposed option prices to the price for the basic requirement as shown in the "Price Proposal Pricing Worksheet" (Attachment J.3). The "Total Proposed Price" will be compared to the Government cost estimate and each Offeror's price will be ranked by price.

#### M.3.1.2 PAST PERFORMANCE EVALUATION

(a) The Government will evaluate the degree to which the Offeror successfully performed the work cited in response to above Section L.8 (a) (1). The success of the Offeror on previous contracts of similar size and scope will be used as one indicator of an Offeror's ability to perform the contract successfully. Past performance evaluation will include assessment of:

(i) Currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance.

(ii) Information related to problems encountered on past or current contracts and the Offeror's corrective actions. The Government will also consider information obtained from other sources, when evaluating the Offeror's past performance.

(iii) Past performance information regarding predecessor companies, key personnel who have relevant experience and/or subcontractors that will perform major or critical aspects of the work specified herein.

(b) Pursuant to FAR 15.305 (a) (2) (iv), in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

### M.3.2 TECHNICAL FACTORS EVALUATION

The Technical Factors listed below will be used to determine the merits of each Offeror's technical proposal. Per FAR 15.305 (a), Offerors will be evaluated on the narrative description of their:

(1) **Past Experience [20 % of the technical proposal evaluation]:**

The Government will consider the relevancy of the Offeror's past experience as one indicator of an Offeror's ability to perform the contract successfully. The Offeror's description of past or current contracts, particularly those demonstrating experience in the refurbishment of antenna towers of the same size and scope required herein, will be evaluated based on information provided as prescribed in above Section L.8 (a) (1).



(2) **Technical Approach [60 % of the technical proposal evaluation]**: The Government will assess the Offeror's ability to accomplish the work specified herein. This assessment will be based on evaluation of the Offeror's description of how the work will be planned and performed as prescribed in above Section L.8 (a) (2) as well as the sufficiency of the proposed Personnel and RF Safety Plans) as prescribed in above Section L.8 (a) (2).

(3) **Management Approach [20 % of the technical proposal evaluation]**: The Government will assess the Offeror's ability to manage the work specified herein, as demonstrated by the resume of the proposed Project Manager and/or Crew Chief Supervisor. In addition, the Government will evaluate the Offeror's management approach on dealing with constraints of the project (e.g., location, logistics, site conditions, performing work around the station's operating schedule, etc.) as prescribed in above Section L.8 (a) (3).

#### M.4 NEGOTIATION

(a) The Government intends to evaluate offers and may award a contract without discussions with Offerors. However, if discussions are necessary, the Contracting Officer will enter into such discussions (concerning both price and technical issues, if any) with those Offerors whose responses to this Solicitation fall within the competitive range. The competitive range will be established by the Contracting Officer after evaluation of technical and price proposals. The Contracting Officer will determine which proposals are in the competitive range in accordance with the procedures set forth at FAR Subpart 15.306 (c).

(b) All Offerors in the competitive range will be given the opportunity to submit clarifications, revisions, or corrections to its proposal (formerly referred to as the "best and final offer", now called "Final Proposal Revisions"). All such Offerors will be informed of the closing of negotiations and establishment of a common date and time for receipt of "Final Proposal Revisions"; which will be the final date and time that revisions, changes, or additions to initial proposals will be accepted by the Government.

#### M.5 FINAL PROPOSAL REVISIONS

Prospective Offerors are herein notified that if "Final Proposal Revisions" are requested by the Government, there may be a very short submission time for these "Final Proposal Revisions". Offerors shall be prepared to make such possible re-submissions within five (5) working days of notification by the Government.

#### M.6 MANDATORY AWARD FACTORS

(a) The Contracting Officer considers the below factors as mandatory in nature.

1. Agreement to the general and special contract provisions;
2. Period of performance acceptable to the Government;
3. Satisfactory completion of preaward clearances, determinations, and approvals required by the Federal Acquisition Regulation (e.g., responsibility determinations pursuant to FAR Subpart 9.1);
4. Absence of circumstances which create the appearance of conflict of interest with an Offeror.

(b) Offerors shall provide evidence of successful Past Performance as evidenced in the Price Proposal.

(c) The Safety Submittals (both the Fall Protection Plan and RF Safety Plan) required in Section H.8 herein are based on statutory requirements. The government reserves the right to judge as non-compliant any proposal that fails to meet the statutory requirements described Section H.8.

(d) Failure of the Offeror to provide the complete price breakdown prescribed in Section L.7 (b) may result in rejection of its proposal.

(e) Failure of the Offeror to comply with any of the requirements specified in this Solicitation may result in rejection of its proposal.

#### M.7 BASIS FOR AWARD

(a) Since the Government intends to evaluate offers and award a contract without discussions with Offerors [except clarifications as described in FAR 15.306(a)], the Offeror's initial offer should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(b) As prescribed in FAR 15.302, the objective of source selection is to select the proposal that represents the "Best Value" to the Government; i.e., the greatest overall benefit in response to the requirement. For this Solicitation, "Best Value" will be determined by: (1) the Offeror's ability to meet the "Mandatory Award Factors" listed in above Section M.6; (2) the proposed firm-fixed-price; and (3) the sufficiency of the Offeror's technical proposal evaluated in accordance with above Section M.3.2.

(c) The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(End of Section M)

**LAST PAGE OF THE SOLICITATION**